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Attorneys for Plaintiffs TERESA TORRES, et al.

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

ESTATE OF JUAN H. CARRASCO	)	<b>CASE NO.:</b> SACV 08-00981- JVS
by and through its successor in	)	(RNBx)
interest and representative, TERESA	)	
TORRES, et al.,	)	Assigned for All Purposes to the
	)	Honorable James V. Selna
Plaintiffs,	)	
	)	<b>DECLARATION OF KENT M.</b>
vs.	)	<b>HENDERSON IN SUPPORT</b>
	)	<b>OF PETITION TO APPROVE</b>
THE CITY OF SANTA ANA, et al.,	)	<b>COMPROMISE OF THE CLAIMS</b>
	)	<b>OF MINOR PLAINTIFFS S.C.;</b>
Defendants.	)	<b>J.H.C.; AND L.C.; AND EXHIBITS</b>
	)	<b>1 – 9 THERETO</b>
_____	)	
AND ALL RELATED ACTIONS.	)	
_____	)	

**TO THE CLERK OF THE COURT, ALL PARTIES AND TO THEIR  
ATTORNEYS OF RECORD HEREIN:**

**PLEASE TAKE NOTICE** that Plaintiff Petitioner TERESA TORRES,  
by and through her counsel of record, does hereby submit the Declaration of Kent  
M. Henderson and Exhibits 1 – 9 thereto in support of Plaintiffs' Petitions to

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1 Approve the Compromises of Minor Plaintiffs S.C., J.H.C. and L.C.

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3 Respectfully submitted this 27<sup>th</sup> day of December 2010.

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5 **SAYRE & LEVITT, LLP.**

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9 By: /s/ Kent M. Henderson

10 Kent M. Henderson

11 Attorney for Plaintiffs

12 TERESA TORRES, et al.

**DECLARATION OF KENT M. HENDERSON**

I, KENT M. HENDERSON, do hereby declare and state as follows:

1. I am an attorney at law duly licensed to practice before all Courts in the State of California and before the United States District for the Central District of California. I am an associate attorney with Sayre & Levitt, LLP. Sayre & Levitt, LLP. is counsel of record for Plaintiffs TERESA TORRES, et. al. in the within entitled action. The facts stated in this declaration are of my own personal knowledge and/or I am informed and believe that they are true.

2. Our office represents Plaintiff Petitioner TERESA TORRES who is the surviving widow of decedent JUAN H. CARRSCO and who is also the natural mother and Guardian Ad Litem of Minor Plaintiffs S.C. (age 11), J.H.C. (age 6) and L.C. (age 4).

3. I am informed that the incident giving rise to this case occurred on or about August 5, 2008 in the evening in the City of Santa Ana, California, between the deceased, JUAN H. CARRASCO and the Defendants THE CITY OF SANTA ANA, THE SANTA ANA POLICE DEPARTMENT; ADRIAN SILVA; MATTHEW LEMMON; TED LUCAS; ERIC MAJORS; and, MICHAEL JUDSON.

4. The facts, events, and circumstances of the incident are as follows: Plaintiff contends that at on or about August 5, 2008, in the evening, in the City of Santa Ana, Plaintiffs' decedent JUAN H. CARRASCO was shot and killed by Santa Ana Police Officers. Plaintiffs contend that the shooting involved the use of excessive force and violated the Civil Rights of decedent and his surviving wife, Plaintiff TERESA TORRES and children of decedent, minor Plaintiffs S.C. (age 11), J.H.C. (age 6) and L.C. (age 4). Defendants deny Plaintiffs' contentions.

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1           5. The overall settlement of all damage claims related to the death of  
2 decedent, JUAN H. CARRASCO, is \$600,000.00 gross settlement. The  
3 \$600,000.00 gross settlement sum is being paid by Defendant THE CITY OF  
4 SANTA ANA for a full and final settlement as to claims against all Defendants.  
5 The \$600,000.00 gross settlement sum is being divided as follows:

6                 \$390,000.00 collectively to the surviving widow Plaintiff  
7 TERESA TORRES and her children, minor Plaintiffs  
8 S.C., J.H.C. and L.C. (represented by Sayre & Levitt,  
9 LLP).

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11                 \$210,000.00 collectively to the remaining Plaintiffs (two  
12 children (C.M.C. and J.A.C.) represented by Humberto Guizar,  
13 Esq. and Dale K. Galipo, Esq. and the surviving mother of  
14 decedent MARIA ELENA DE LA CRUZ (represented by  
15 Luis A. Carrillo, Esq.)

16                 Of the \$390,000.00 gross settlement applicable to Plaintiffs  
17 represented by Sayre & Levitt, LLP it is being divided as  
18 follows:

19                         \$260,000.00 to the surviving widow, Plaintiff TERESA  
20 TORRES and \$130,000.00 collectively to minor Plaintiffs  
21 S.C., J.H.C. and L.C.

22                 The \$130,000.00 amount is being divided equally between the  
23 three children as follows: \$43,333.33 to S.C.; \$43,333.33 to  
24 J.H.C. and \$43,333.33 to L.C.

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1 Each minor Plaintiff will be distributed \$32,500.00 net settlement proceeds  
2 (\$43,333.33 gross settlement minus 25% attorney's fees of \$ 10,833.33 equals  
3 \$32,500.00 net settlement).

4 6. The attorney's fees for the Minor Plaintiffs are based upon a  
5 contingency fee agreement. The contingency attorney's fee in relation to the minor  
6 Plaintiffs is 25% of the gross settlement sum. Each minor Plaintiff is receiving  
7 \$43,333.33 gross settlement and the 25% attorney's fee as to each minor Plaintiff  
8 is \$10,833.33. The total amount of collective attorney's fees as to the three minor  
9 Plaintiffs is \$32,500.00 (\$10,833.33 x 3). The litigation costs will be paid out of  
10 the settlement of the surviving widow Plaintiff TERESA TORRES. The minor  
11 Plaintiffs S.C., J.H.C. and L.C. will not be charged costs.

12 7. This case was extensively litigation by Plaintiffs' counsel. Plaintiffs'  
13 counsel prepared and filed the Complaint in this matter and thereafter filed a  
14 Motion for Leave to Amend to add additional individual Defendants. Plaintiffs'  
15 Motion for Leave to Amend was opposed by Defendants and Plaintiffs' counsel  
16 additionally prepared the reply brief. Plaintiffs' counsel prepared the Initial  
17 Disclosure documents pursuant to F.R.C.P., Rule 26 as well as the Joint Report of  
18 Parties pursuant to F.R.C.P., Rule 26(f). Plaintiffs' counsel prepared documents in  
19 association with the Court's Scheduling Conference.

20 8. Plaintiffs' counsel engaged in extensive discovery. Subpoenas were  
21 issued to the Orange County District Attorney's office and the Orange County  
22 Sheriff's Department. Plaintiffs' counsel prepared a Settlement Conference  
23 Statement and a Confidential Addendum to Settlement Conference Statement as  
24 required. Plaintiffs' counsel prepared and filed a First Amended Complaint adding  
25 individual Officer Defendants after Leave to Amend was granted by the Court.

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1 Plaintiffs' counsel propounded Special Interrogatories, Requests for Production of  
2 Documents and Requests for Admissions with separate sets to Defendants THE  
3 CITY OF SANTA ANA, THE SANTA ANA POLICE DEPARTMENT, ADRIAN  
4 SILVA, MATTHEW LEMMON, TED LUCAS, ERIC MAJORS and MICHAEL  
5 JUDSON. Plaintiffs' counsel prepared and assisted Plaintiffs in preparing  
6 responses to Defendants First Set of Interrogatories and Requests for Production  
7 of Documents.

8 9. Plaintiffs' counsel took the depositions of Defendant Officers ADRIAN  
9 SILVA, MATTHEW LEMMON, MICHAEL JUDSON, TED LUCAS and ERIC  
10 MAJORS. Plaintiffs' counsel took the deposition of Richard Fukumoto, M.D., the  
11 Orange County Chief Coroner/Autopsy Surgeon who performed the Autopsy of  
12 decedent JUAN H. CARRASCO. Plaintiffs' counsel took the deposition of  
13 witnesses regarding the incident including Yvette Ortega, Ignacio Orejel and Israel  
14 Flores. Plaintiffs' counsel attended the deposition and questioned witness  
15 Angelica Munoz, whose deposition was set by Defendants. Plaintiffs' counsel  
16 defended the depositions of Plaintiffs TERESA and S.C., whose depositions were  
17 set by Defendants.

18 10. Plaintiffs' counsel requested either through authorization and/or  
19 subpoena records including the voluminous officer-involved shooting  
20 report/investigation conducted by the Orange County District Attorney's Office,  
21 the Santa Ana Police Department Report and the Report of the Orange County  
22 Sheriff-Coroner. Plaintiffs' counsel utilized their expertise in contacting, retaining  
23 and providing materials for review to experts in the fields of Police Practices and  
24 Procedures, Bullet Trajectory Analysis, Criminalists including blood spatter and  
25 DNA Profile Analysis, Toxicology and Economic Damages Calculations.  
26 Plaintiffs' counsel prepared a comprehensive Mediation Brief for the April 16,  
27 2010 Mediation which took place at Judicate West before the Mediator, retired  
28 Judge Russell Bostrom. There was additional significant attorney time spent in

1 terms of negotiation of settlement including division of settlement proceeds  
2 between various Plaintiffs. Plaintiffs' counsel spent time in preparation of the  
3 Petitions for Approval of Compromise of the Minors' Claims in this matter.

4 11. Plaintiffs' counsel has Contingency Attorney's Fee Contract which  
5 would provide for a higher attorney's fee but is charging the 25% attorney's fee  
6 applicable to the minor Plaintiffs even though the amount of efforts that have been  
7 extended in this matter are substantial and would justify a higher fee.

8 12. In terms of the settlement entered into in this matter as to the Plaintiffs  
9 represented by Sayre & Levitt, LLP., Plaintiffs' counsel is attaching copies of the  
10 settlement documents regarding the Plaintiffs that our office represents. Attached  
11 hereto and labeled as **Exhibit No. 1** is a true and correct signed copy of the signed  
12 Release in Full Settlement and Compromise regarding Plaintiff TERESA  
13 TORRES.

14 13. Attached hereto and labeled as **Exhibit No. 2** is a true and correct  
15 signed copy of the Settlement Agreement and Release regarding Plaintiff TERESA  
16 TORRES, S.C., J.H.C. and L.C. which Settlement Agreement and Release sets  
17 forth the language regarding Qualified Assignment that applies to the Structured  
18 Settlements/Annuities and sets forth the breakdown of the payments that are being  
19 made in regards to the settlement.

20 14. Attached hereto and labeled as **Exhibit No. 3** is a true and correct  
21 signed copy of the Uniform Qualified Assignment and Release in regards to the  
22 Structured Settlement/Annuity for Plaintiffs S.C., J.H.C. and L.C.

23 15. Attached hereto and labeled as **Exhibit No. 4** is a true and correct  
24 signed copy of the Parental Release and Indemnity Agreement regarding minor  
25 Plaintiff S.C.

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1           16. Attached hereto and labeled as **Exhibit No. 5** is a true and correct  
2 signed copy of the Parental Release and Indemnity Agreement regarding minor  
3 Plaintiff J.H.C.

4           17. Attached hereto and labeled as **Exhibit No. 6** is a true and correct  
5 signed copy of the Parental Release and Indemnity Agreement regarding minor  
6 Plaintiff L.C.

7           18. Attached hereto and labeled as **Exhibit No. 7** is a true and correct copy  
8 of the Pay-out Schedule regarding the Structured Settlement/Annuity applicable to  
9 minor Plaintiff S.C.

10           19. Attached hereto and labeled as **Exhibit No. 8** is a true and correct copy  
11 of the Pay-out Schedule regarding the Structured Settlement/Annuity applicable to  
12 minor Plaintiff J.H.C.

13           20. Attached hereto and labeled as **Exhibit No. 9** is a true and correct copy  
14 of the Pay-out Schedule regarding the Structured Settlement/Annuity applicable to  
15 minor Plaintiff L.C.

16           21. As to each minor Petitioner requests that the balance of the proceeds of  
17 the settlement be disbursed to fund the following Structured Settlement/Annuity:  
18 \$32,500.00 to purchase a single-premium deferred annuity from Metropolitan-Life  
19 Insurance Company. The Life Insurance Company issuing the annuity contract is  
20 Rated A+ (Superior) Financial Size XV by AM Best.

21           22. As to minor Plaintiff S.C., the \$32,500.00 net settlement proceeds will  
22 be utilized to purchase the Structured Settlement/Annuity which will make the  
23 following guaranteed lump sum payments:

24                       \$7,500.00 payable 4/16/2017 (age 18);

25                       \$10,000.00 payable 4/16/2020 (age 21); and,

26                       \$28,705.00 payable 4/16/2024 (age 25).

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1 The cost of the annuity is \$32,500.00, the guaranteed yield is \$46,205.00 and  
2 the lifetime yield is \$46,205.00. (See **Exhibit No. 7** which is the Pay-out  
3 Schedule for the Structured Settlement/Annuity applicable to S.C.).

4 23. As to minor Plaintiff J.H.C., the \$32,500.00 net settlement proceeds  
5 will be utilized to purchase the structured settlement/annuity which will make the  
6 following guaranteed lump sum payments:

7 \$10,00.00 payable 4/5/2022 (age 18);

8 \$12,500.00 payable 4/5/2024 (age 21); and,

9 \$36,540.00 payable 4/5/2029 (age 25).

10 The cost of the annuity is \$32,500.00, the guaranteed yield is \$59,040.00 and  
11 the lifetime yield is \$59,040.00. (See **Exhibit No. 8** which is the Pay-out Schedule  
12 for Structed Settlement/Annuity applicable to J.H.C.)

13 24. As to minor Plaintiff L.C., the \$32,500.00 net settlement proceeds will  
14 be utilized to purchase the structured settlement/annuity which will make the  
15 following guaranteed lump sum payments:

16 \$12,500.00 payable 7/19/2024 (age 18);

17 \$15,000.00 payable 7/19/2027 (age 21); and,

18 \$37,720.00 payable 7/19/2031 (age 25).

19 The cost of the annuity is \$32,500.00, the guaranteed yield is \$65,220.00 and  
20 the lifetime yield is \$65,220.00. (See **Exhibit No. 9** which is the Pay-out Schedule  
21 for the Structured Settlement/Annuity applicable to L.C.).

22 25. In addition, as to the Petitions to Approve the Compromise of the  
23 Claims of Minor Plaintiffs S.C., J.H.C. and L.C. which this declaration is filed in  
24 support of, Plaintiffs' counsel has also submitted [Proposed] Orders approving the

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1 Minors Compromises. Those [Proposed] Orders have attached to them the Pay-out  
2 Schedules that are attached to this declaration as **Exhibit No. 7, Exhibit No. 8** and  
3 **Exhibit No. 9.**

4 I declare under the penalty of perjury under the Laws of the State of  
5 California that the facts stated herein are true and correct and that this declaration  
6 is executed this 27<sup>th</sup> day of December, 2010 at Santa Ana, California  
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9 /s/ Kent M. Henderson  
10 Kent M. Henderson, Declarant  
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